

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ERIN ENERGY CORPORATION, <i>et al.</i>, Debtors¹	§ § § § § §	Chapter 7 Case No. 18-32106 (Jointly Administered)
---	--	---

NOTICE OF ZENITH BANK PLC'S APPOINTMENT OF RECEIVER/MANAGER

PLEASE TAKE NOTICE THAT Zenith Bank Plc ("Zenith Bank") has appointed Mr. Chuma Henry Maduekwe as the Receiver/Manager over EPNL and now files this *Notice of Zenith Bank Plc's Appointment of Receiver/Manager* (the "Notice of Appointment").

PLEASE TAKE FURTHER NOTICE THAT on October 22, 2018, Zenith registered the Deed of Appointment of Receiver/Manager ("Deed of Appointment") with the Nigerian Corporate Affairs Commission appointing Mr. Maduekwe's as Receiver/Manager over EPNL. A true and correct copy of the Deed of Appointment is attached hereto as **Exhibit A**. In the Deed of Appointment, Zenith states that the Receiver/Manager:

will be required to carry but inter-alia the following duties:

[. . .]

(b) To take over, either solely or in conjunction with other parties the economic interest of [EPNL] in OMLs 120 and 121 charged in favor of [Zenith] and to obtain all authorization, consent, approval, licence, permit or exemptions required to operate OML 120 and 121 and to operate howsoever, including power to sell, alienate, assign or otherwise, all or any such interest.

(c) To sell the Crude Oil on board the FPSO Armada Perdana and distribute the proceeds from any disposition to the Bank as escrow agent.

¹ The debtors in these chapter 7 cases (the "Chapter 7 Cases"), for which joint administration has been granted, include: Erin Energy Corporation ("ERN"), Erin Energy Limited ("EEL"); Erin Energy Kenya Limited ("EEKL"); and Erin Petroleum Nigeria Limited ("EPNL," together with ERN, EEL, and EEKL, the "Debtors"). The Debtors' service address is 1330 Post Oak Blvd., Suite 2250, Houston, Texas 77056.

(d) To take dominion and control over, deal with or sell the assets abandoned by the Chapter 7 Trustee (the “Abandoned Property”) in the US Bankruptcy Court including the above and the following:

- i) the Production Sharing Contract dated July 22, 2005 (as may have been amended. . .);
- ii) seismic data;
- iii) all offshore equipment located in Nigeria that is not onboard on the FPSO Armada Perdana;
- iv) all personal property on board the FPSO Armada Perdana; and
- v) the Tangible Property located in warehouses in Nigeria.

See Exhibit A, p. 3 of 5.

PLEASE TAKE FURTHER NOTICE THAT on October 23, 2018, Zenith sent Mr. Maduekwe a letter with instructions about his appointment as Receiver/Manger (the “Letter”). A true and correct copy of the Letter is attached hereto as **Exhibit B**. In the Letter, Zenith irrevocably instructed Mr. Maduekwe that he “must not exercise any control or dominion over any asset that is not Abandoned Property as per the Order of the United States Bankruptcy Court of the Southern District of Texas, Houston Division.”

Dated: October 25, 2018

Respectfully submitted,

HAYNES AND BOONE, LLP

By: /s/ Charles A. Beckham, Jr.
Charles A. Beckham Jr.
Texas State Bar No. 02016600
Martha Wyrick
Texas State Bar No. 24101606
1221 McKinney Street, Suite 2100
Houston, Texas 77010
Telephone: 713-547-2000
Facsimile: 713-547-2600
Email: charles.beckham@haynesboone.com
Email: martha.wyrick@haynesboone.com

ATTORNEYS FOR ZENITH BANK PLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading was served by electronic mail via the Court's ECF system to all parties authorized to receive electronic notice in this case on October 25, 2018.

/s/ Charles A. Beckham, Jr.
Charles A. Beckham, Jr.